


MOTOR VEHICLE LEASE AGREEMENT DATE 04/25/2018


FORD CREDIT
 www.fordcredit.com

NATIONAL RFL ASSOCIATION OF AMERICA
 11260 HAPLES HILL RD
 FAIRFAX VA 22030

TED BRITT FORD SALES INC
 11165 FAIRFAX BLVD.
 FAIRFAX VA 22030

"Finance Company" is **FORD MOTOR CREDIT COMPANY**. The "Holder" is **CAB EAST LLC** and its assigns. By signing "You" (Lessee and Co-Lessee) agrees to lease this Vehicle according to the terms on the front and back of this lease and the terms of the Wear-Care Addendum, if any, attached to this lease.

If Your payment schedule is shown in Item 2(a), You entered into a "Monthly Payment Lease."
 If Your payment schedule is shown in Item 2(b), You entered into an "Advance Payment Lease."

New/Used	Mileage at Delivery	Year/Make/Model	Vehicle Identification Number	Vehicle Use
NEW	21	2018 FORD TRUCK EXPLORER	1FM5K8DH3JGB04775	BUSINESS

1. Amount Due At Lease Signing or Delivery (Itemized Below) *

2. Payments (a) Monthly Payments
 Your first monthly payment of \$ 565.07 is due on 04/25/18, followed by 38 payments of \$ 565.07 due on the 25th day of each month. The total of Your monthly payments is \$ 22037.73.
 (b) Advance Payment
 Your Payment of \$ N/A is due on N/A.
 The total of Your payment is \$ N/A.

3. Other Charges (not part of Your monthly payment)
 Disposition fee (if You do not purchase the Vehicle) \$ 395.00
N/A N/A
 Total \$ 395.00

4. Total of Payments (The amount You will have paid by the end of the lease)
29061.66

* Itemization of Amount Due at Lease Signing or Delivery

5. Amounts Due At Lease Signing or Delivery:

a. Capitalized cost reduction \$ <u>6628.93</u>	a. Net trade-in allowance \$ <u>N/A</u>
b. First monthly payment \$ <u>565.07</u>	b. Rebates and noncash credits \$ <u>3000.00</u>
c. Advance payment \$ <u>N/A</u>	c. Amount to be paid in cash \$ <u>4194.00</u>
d. Refundable security deposit \$ <u>N/A</u>	d. <u>N/A</u>
e. Title fees \$ <u>N/A</u>	
f. Registration fees \$ <u>N/A</u>	
g. Acquisition fee \$ <u>N/A</u>	
h. <u>N/A</u>	
i. <u>N/A</u>	
j. <u>N/A</u>	
k. <u>N/A</u>	
l. <u>N/A</u>	
m. <u>N/A</u>	
Total \$ <u>7194.00</u>	Total \$ <u>7194.00</u>

7. Your payment is determined as shown below:

a. Gross capitalized cost. The agreed upon value of the Vehicle (\$ 39641.09) and any items You pay over the lease term (such as service contracts, insurance, and any outstanding prior credit or lease balance) \$ 43627.61 (Itemized below - Item 19) **

b. Capitalized cost reduction. The amount of any net trade-in allowance, rebate, noncash credit, or cash that You pay that reduces the gross capitalized cost \$ 6628.93

c. Adjusted capitalized cost. The amount used in calculating Your base payment \$ 36998.68

d. Residual value. The value of the Vehicle at the end of the lease used in calculating Your base payment \$ 19763.30

e. Depreciation and any amortized amounts. The amounts charged for the Vehicle's decline in value through normal use and for other items paid over the lease term \$ 17234.78

f. Rent charge. The amount charged in addition to the depreciation and any amortized amounts \$ 4802.35

g. Total of base payments. The depreciation and any amortized amounts plus the rent charge \$ 22037.73

h. Lease payments. The number of payments in Your lease \$ 39

i. Base payment \$ 565.07

j. Sales / Use tax \$ N/A

k. N/A

l. N/A

m. Total payment \$ 565.07

n. Lease term in months \$ 39

8. Early Termination. You may have to pay a substantial charge if You end this lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the lease is terminated. The earlier You end the lease, the greater this charge is likely to be.

9. Excess Wear and Use. You may be charged for excessive wear based on our standards for normal use. At the scheduled end of this lease, unless You purchase the Vehicle, You must pay to Lessor \$ 20 per mile for each mile in excess of 63396 miles shown on the odometer. See Items 23 and 28 on back and the Wear-Care Addendum, if any, attached to this lease for additional excess wear and use terms.

10. Extra Mileage Option Credit. At the scheduled end of this lease, You will receive a credit of \$ N/A per unused mile for the number of unused miles between N/A and N/A miles, less any amounts You owe under this lease. You will not receive any credit if the Vehicle is destroyed, if You terminate Your lease early, exercise any purchase option, are in default or the credit is less than \$1.00.

11. Purchase Option at End of Lease Term. \$ 20263.30 plus official fees and taxes, and a reasonable documentary fee if allowed by law, is Your lease end purchase option price. You have the option to purchase the Vehicle at the end of the lease term from a party designated by the Holder for the purchase option price if You are not in default.

12. Other Important Terms. See Your lease documents for additional information on early termination, purchase option and maintenance responsibilities, warranties, late and default charges, insurance, and any security interests, if applicable.

12. WARRANTY The Vehicle is covered by any warranty indicated below:

☒ Standard new vehicle warranty provided by the manufacturer or distributor of the Vehicle.

☐ N/A

13. OFFICIAL FEES AND TAXES \$ 1855.05
 The estimated total amount You will pay for official and license fees, registration, title and taxes over the term of Your lease, whether included with Your monthly payments or assessed otherwise. The actual total of fees and taxes may be higher or lower depending on the tax rates in effect or the value of the leased property at the time a fee or tax is assessed.

14. VEHICLE INSURANCE MINIMUMS You must insure the Vehicle during this lease. This insurance must be acceptable to Reason Company and protect You and Holder with (a) comprehensive fire and theft insurance with a maximum deductible amount of \$1,000; and (b) collision and upset insurance with a maximum deductible of \$1,000; and (c) automobile liability insurance with minimum limits for bodily injury or death of \$ 25000 for any one person and \$ 50000 for any one accident, and \$ 20000 for property damage. You will list the Holder as additional insured and loss payee under the insurance policy unless Lessor or Finance Company specifies otherwise. You must give Finance Company evidence of this insurance. (See Item 24 on back)

LESSOR IS NOT PROVIDING VEHICLE OR LIABILITY INSURANCE

15. OPTIONAL INSURANCE These coverages are not required to enter into this lease and will not be provided unless You sign below. If insurance is to be obtained by Lessor, the coverages are shown in a notice given to You this date and are for the term of this lease.

a. Credit Life Insurance \$ N/A (Initial Coverage) \$ N/A (Premium) \$ N/A (Insured(s))
 (Insurance Company)
 Lessor: X Co-Lessee: X

b. Credit Disability Insurance \$ N/A (Monthly Coverage) \$ N/A (Premium) \$ N/A (Insured(s))
 (Insurance Company)
 Lessor: X Co-Lessee: X

16. LATE PAYMENTS You will pay a late charge on each payment that is not received within 10 days after it is due. The charge is 7.5% of the full amount of the scheduled payment or \$50.00 whichever is less.

17. LESSOR SERVICES N/A
 (See Item 22 on back)

18. Returned Check Charge You agree to pay a returned check charge of \$ N/A for each check, draft, or other order of payment that is dishonored for any reason.

**19. Itemization of Gross Capitalized Cost

Agreed Upon Value of the Vehicle	Sales/Use Tax and Other Applicable Taxes	Title Fees	License and Registration Fees	Extended Warranty and Service Contract	Acquisition Fee	Documentation Fee
\$ <u>39641.09</u>	\$ <u>1679.86</u>	\$ <u>10.00</u>	\$ <u>57.73</u>	\$ <u>N/A</u>	\$ <u>645.00</u>	\$ <u>399.00</u>
N/A	N/A	N/A	N/A	MAINT CONT	N/A	Total Gross Capitalized Cost
\$ <u>N/A</u>	\$ <u>N/A</u>	\$ <u>N/A</u>	\$ <u>N/A</u>	\$ <u>1195.00</u>	\$ <u>N/A</u>	\$ <u>43627.61</u>

SIGNATURES AND IMPORTANT NOTICES

Modification: This lease sets forth all of the agreements of Lessor and You. No other agreement, any change in this lease must be in writing and signed by You and Finance Company.

Lessee: National RFL Association of America By: X May Solidus Title: Field Office

Co-Lessee: Director By: X Title: _____

YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION ON THE REVERSE SIDE OF THIS CONTRACT.

NOTICE: (1) Do not sign this lease before You read it or if it has any blank space to be filled in, (2) You have the right to get a filled-in copy of this lease. You acknowledge that You received a filled-in copy of this lease at the time You signed it and notice of an assignment of this lease by the Lessor to Holder.

Lessee: National RFL Association of America By: X May Solidus Title: Field Office

Co-Lessee: _____ By: X Title: _____

Lessor and Lessee are hereby notified that Holder has assigned to QI Exchange, in its capacity as Holder's qualified intermediary, its rights (but not its obligations) with respect to the purchase of this Vehicle and the sale of this Vehicle at lease termination.

Lessor accepts this lease and assigns it to Holder under the terms of the lease plan agreement between Lessor and Holder.

Lessor: TED BRITT FORD SALES INC By: X Title: f 31

FC 15000-P (F) BRITT FORD SALES INC
 FC 15000-APP
 Previous editions may NOT be used.

SEE OTHER SIDE FOR ADDITIONAL AGREEMENTS

PLY 1 - ORIGINAL PLY 2 - LESSEE PLY 3 - LESSOR PLY 4 - CO-LESSEE/GUARANTOR

ORIGINAL

VEHICLE MAINTENANCE AND OPERATING COSTS	
21. IMPLIED WARRANTIES If the Vehicle is of a type normally used for personal use and the Lessor, or the Vehicle's manufacturer, extends a written warranty or service contract covering the Vehicle within 90 days from the date of this lease, You get implied warranties of merchantability and fitness for a particular purpose covering the Vehicle. Otherwise, You understand and agree that there are no such implied warranties, except as otherwise required by law.	24. VEHICLE INSURANCE You must have the Vehicle and the Holder as set forth on the front of this lease. Under Item 14, "Vehicle Insurance Minimums," if the state where You register the Vehicle establishes higher Vehicle Insurance Minimums than those listed on the front of this lease, You must have the Vehicle and the Holder at the amounts required by Your state. If You move to a state where Finance Company has established higher Vehicle Insurance Minimums than those listed on the front of this lease, You must have the Vehicle and the Holder for these higher amounts. These amounts are minimum requirements and may not be sufficient to protect Your assets. You should consult Your insurance advisor to determine if additional insurance coverage is right for You.
22. VEHICLE MAINTENANCE AND OPERATING COSTS Property/Vehicle maintenance is Your responsibility. You must maintain and service the Vehicle at Your own expense, using materials that meet the manufacturer's specifications. This includes following the owner's manual and maintenance schedule, documenting maintenance performed, and making all needed repairs. You are also responsible for all operating costs such as gas and oil. Lessor will provide the service(s), if any, identified in the Lessor Services section under the terms of a separate agreement. (See Lessor Services, Item 17.)	25. RETURNED INSURANCE PREMIUMS AND SERVICE CONTRACT CHARGES This lease may contain charges for insurance, service contracts, or other contracts. You agree that Finance Company can claim under the insurance policy. You authorize the insurance company to provide Finance Company any information Finance Company believes necessary to make a claim. You agree that Finance Company may receive and sign Your hold on any checks or drafts received by Finance Company from Your insurance provider. In addition, You authorize Finance Company to settle or release any claim under the insurance to the Holder, ownership of the Vehicle. You also assign to Holder any other insurance proceeds related to the lease or Holder's interest in the Vehicle.
23. COLLISION REPAIR You are responsible for repairs of All Damage that is not a result of normal wear and use. These repairs include, but are not limited to, those necessary to return the Vehicle to its pre-accident condition, including repair to Exterior Sheet Metal and Plastic Components, and to Vehicle Safety Systems, including air bag, seat belt and bumper system components. Replacement of Sheet Metal and all other repairs must be made with Original Equipment Manufacturer parts.	26. TERMINATION This lease will terminate (and) upon (a) the end of the term of this lease, (b) the return of the Vehicle to Lessor, or another place designated by Finance Company, and (c) the payment by You of all amounts owed under this lease. Finance Company may cancel this lease if You default.
27. RETURN OF VEHICLE If You do not buy the Vehicle at lease end, You must return it to Lessor unless Finance Company specifies another place. Prior to the scheduled return of the Vehicle, You may be requested to present the Vehicle for inspection at a reasonable time and location. Upon return of the Vehicle, You must pay the disposition fee, if any is shown on the front of this lease under Item 3 "Other Charges." If You fail to return the Vehicle within 10 days after Your scheduled termination date, You will be charged one Month's Payment and Your term will be extended one month. If You continue to fail to return the Vehicle You must pay damages to Finance Company, including amounts payable under default. Payment of these amounts will not allow You to keep the Vehicle.	28. STANDARDS FOR EXCESS WEAR AND USE You are responsible for all repairs to the Vehicle that are not the result of normal wear and use. These repairs include, but are not limited to those necessary to repair or replace: (a) Tires that have sidewall damage, exposed cords, or are unbalanced for use; (b) Electrical or Mechanical defects or malfunctions; (c) Glass, Paint, Body Panels, Trim and Grill Work that are broken, mismatched, chipped, scratched, pitted, cracked, or if applicable, dented; (d) Interior ribs, stains, burns or damaged areas; (e) Replacement of any missing equipment or parts that were in or on the vehicle when delivered; and (f) All Damage which would be covered by collision or comprehensive insurance whether or not such insurance is actually in force. Replacement of Sheet Metal and all other repairs must be made with Original Equipment Manufacturer parts. Your use or repair of the Vehicle must not invalidate any warranty. If You have not had the repairs made before the Vehicle is returned at the scheduled end of this lease, You will pay the estimated costs of such repairs, even if the repairs are not made prior to Holder's sale of the Vehicle. You will maintain the Odometer of the Vehicle so that it always reflects the Vehicle's actual mileage. If the odometer is at any time inoperative, You will provide us with reasonable evidence of the Vehicle's actual mileage at vehicle return. If You are unable to do so, You will pay us our estimate of any reduction of the Vehicle's wholesale value caused by the inability to determine the Vehicle's actual mileage.
29. VOLUNTARY EARLY TERMINATION AND RETURN THE VEHICLE You may terminate this lease early, if You are not in default, by returning the Vehicle to Lessor unless Finance Company designates another place. You must pay the following: (a) the amount by which the Unpaid Adjusted Capitalized Cost exceeds the Vehicle's Fair Market Wholesale Value, plus (b) all other amounts then due under the lease (except for excess wear and use and mileage). If You entered an Advance Payment Lease and the Vehicle's Fair Market Wholesale Value exceeds the Unpaid Adjusted Capitalized Cost, You will receive a credit for the difference.	30. VOLUNTARY EARLY TERMINATION AND PURCHASE THE VEHICLE You may purchase the Vehicle from the Lessor or a party designated by Finance Company.
31. ALTERNATIVE FINANCIAL OBLIGATION You may choose to satisfy Your financial obligation under this section upon Vehicle return if You pay the following: (a) the unpaid remaining Monthly Payments, plus (b) any charges for excess wear and use and mileage, plus (c) all other amounts then due under the lease.	32. CONTACT NUMBER FOR FINANCE COMPANY Please contact Finance Company at the telephone number or the website listed on the front of this lease if You have any questions regarding terminating Your lease or purchasing the Vehicle.
34. DEFAULT If You are in default if: (a) You fail to make any payment when due, or (b) a bankruptcy petition is filed by or against You, or (c) any governmental authority seizes the Vehicle and does not promptly and unconditionally release the Vehicle to You, or (d) You have provided false or misleading material information when applying for this lease, or (e) You fail to keep any other agreement in this lease.	35. THEFT OR DESTRUCTION OF VEHICLE If the Vehicle is stolen or destroyed, the amount You owe will depend upon whether You had the required insurance in effect and the claim for the Vehicle is fully approved. If Finance Company does not receive the full insurance proceeds, You will pay to Finance Company the following: (a) the Unpaid Adjusted Capitalized Cost, plus (b) all other amounts then due under the lease (except for excess wear and use and mileage), less (c) any insurance proceeds received by Finance Company.
36. ASSIGNMENT AND ADMINISTRATION When You and Lessor sign this lease, Lessor will assign it to Holder. Finance Company or a substitute will administer this lease. You must then pay, in U.S. funds, all amounts due under this lease to Finance Company. If Finance Company is not the Holder of this lease, Holder has appointed Finance Company as its agent. As agent for Holder, Finance Company has the power to act on Holder's behalf to administer, enforce, and defend this lease. If Lessor has agreed to repair or maintain the Vehicle, obtain any insurance or perform any other service, You will look only to the Lessor for these services.	37. TAXES You will promptly pay all fees, charges, and taxes relating to the lease or Vehicle (except for Lessor's or Holder's income taxes). You will pay these amounts even if they are assessed after lease end.
38. TITLING The Vehicle will be titled in the name of Holder. There may be a fee to title the Vehicle. You will register the Vehicle as directed by Finance Company. You will pay all license, title and registration costs.	39. GENERAL Except as otherwise provided by the law of the state where the Lessor's place of business is, as set forth on the front of the lease, if that law does not allow any of the agreements in this lease, the ones that are not allowed will be void. The rest of this lease will still be valid.
40. SECURITY DEPOSIT You security deposit may be used by Finance Company to pay all amounts that You fail to pay under this Lease. You will not receive any interest, profits or other earnings on Your security deposit(s).	41. CONSUMER REPORTS You authorize Finance Company and Holder to obtain consumer credit reports from consumer reporting agencies (credit bureaus) for any reason and at any time in connection with this lease.
42. SERVICING AND COLLECTION You agree that Lessor, Finance Company, Holder and their affiliates, agents and service providers may monitor and record telephone calls regarding your account to assure the quality of our service or for other reasons. You also expressly consent and agree that Lessor, Finance Company, Holder and their affiliates, agents and service providers may use written, electronic or verbal means to contact You. This consent includes, but is not limited to, contact by manual calling methods, prerecorded or artificial voice messages, text messages, emails and/or automatic telephone dialing systems. You agree that Lessor, Finance Company, Holder and their affiliates, agents and service providers may use any email address or any telephone number you provide, now or in the future, including a number for a cellular phone or other wireless device, regardless of whether you incur charges as a result.	43. GENERAL Except as otherwise provided by the law of the state where the Lessor's place of business is, as set forth on the front of the lease, if that law does not allow any of the agreements in this lease, the ones that are not allowed will be void. The rest of this lease will still be valid.

READ THIS ARBITRATION PROVISION CAREFULLY AND IN ITS ENTIRETY

ARBITRATION

Arbitration is a method of resolving any claim, dispute, or controversy (collectively, a "Claim") without filing a lawsuit in court. Either you or Lessor/Finance Company/Holder ("us" or "we") (each, a "Party") may choose at any time, including after a lawsuit is filed, to have any Claim related to this contract decided by arbitration. Neither party waives the right to arbitrate by first filing suit in a court of law. Claims include but are not limited to the following: 1) Claims in contract, tort, regulatory or otherwise; 2) Claims regarding the interpretation, scope, or validity of this provision, or arbitrability of any issue except for class certification; 3) Claims between you and us, our employees, agents, successors, assigns, subsidiaries, or affiliates; 4) Claims arising out of or relating to your application for credit, this contract, or any resulting transaction or relationship, including that with the dealer, or any such relationship with third parties who do not sign this contract.

RIGHTS YOU AND WE AGREE TO GIVE UP

If either you or we choose to arbitrate a Claim, then you and we agree to waive the following rights:

- RIGHT TO A TRIAL, WHETHER BY A JUDGE OR JURY
- RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR A CLASS MEMBER IN ANY CLASS CLAIM YOU MAY HAVE AGAINST US
- WHETHER IN COURT OR IN ARBITRATION
- BROAD RIGHTS TO DISCOVERY AS ARE AVAILABLE IN A LAWSUIT
- RIGHT TO APPEAL THE DECISION OF AN ARBITRATOR
- OTHER RIGHTS THAT ARE AVAILABLE IN A LAWSUIT

RIGHTS YOU AND WE DO NOT GIVE UP: If a Claim is arbitrated, you and we will continue to have the following rights, without waiving this arbitration provision as to any claim: 1) Right to file bankruptcy in court; 2) Right to enforce the ownership interest in the vehicle, whether by repossession or through a court of law; 3) Right to legal action to enforce the arbitrator's decision; 4) Right to request that a court of law review whether the arbitrator exceeded its authority; and 5) Right to seek remedies in small claims court for disputes or claims within that court's jurisdiction.

If you or we may choose the American Arbitration Association, 1-800-778-7878 (www.adr.org), or any other organization subject to our approval, to conduct the arbitration. The applicable rules (the "Rules") may be obtained from the selected organization. If there is a conflict between the Rules and this contract, the contract shall govern. This contract is subject to the Federal Arbitration Act (9 U.S.C. § 1 et seq.). The arbitration decision shall be in writing with a supporting opinion. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. To the extent that any provision of this filing, administration, service or case management fee and your arbitrator or hearing fee exceeds \$200, we will pay the amount in excess of \$200, unless you choose to pay one-half of the total or unless the fees are waived by the award under applicable law or the organization's rules.

Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. Any portion of the arbitration provision that is unenforceable shall be severed, and the remaining provisions shall be enforced. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this arbitration provision shall be enforceable. The validity and scope of the waiver of class action rights shall be decided by the court and not by the arbitrator.

FC 16000-P (APR 15)

NOTICE: SEE OTHER SIDE FOR IMPORTANT INFORMATION

FC 16000-APP

Previous editions may NOT be used.